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If the question had been vital to the case the decision would probably have been against the Government, for Justice BREWER agreed with the dissenting justices on this point, and held that the general language of the act is limited by the power which the individual has to manage his own property and determine the place and manner of its investment. "Freedom of action in these respects," he said, "is among the inalienable rights of every citizen. If, applying this to the present case, it appeared that Mr. Hill was the owner of a majority of the stock in the Great Northern Railway Company, he could not by any act of Congress be deprived of the right of investing his surplus means in the purchase of stock of the Northern Pacific Railway Company, although such purchase might tend to vest in him through that ownership a control over both companies." The facts showed, however, an agreement or combination to destroy competition by pooling interests, and this prohibition of such combinations, Justice BREWER thought, is not at all inconsistent with the right of an individual to purchase stock. In other words, it is the combination or agreement which is the gist of the offense.

The law of the case would therefore seem to be summed up as follows:—

(1) An agreement between stockholders in competing corporations doing an interstate business, to form a holding company which shall acquire a controlling interest in each road and thereby destroy all motive for competition is "a contract, combination in the form of trust or otherwise, or conspiracy in restraint of trade or commerce among the several States." Its effect on interstate commerce is direct and not merely incidental.

(2) In the absence of any contract, combination or conspiracy, it would seem that an individual may do with his own what he will even though as a result interstate commerce is directly restrained.

H. S. G.

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A LIMITATION UPON THE RIGHT OF MUNICIPAL HOME RULE IN NEW YORK.—N. Y. Laws 1897, c. 415, § 3, provided that all laborers upon municipal works should receive not less than the prevailing rate of wages, that all municipal contracts for such works should contain a provision for the payment of such a wage-rate and that the entire contract should be void if this provision was violated. In *People v. Coler* (1901) 166 N. Y. 1, this statute was declared unconstitutional, in so far as it assumed to prescribe the terms of municipal contracts, upon the ground that it deprived both city and contractor of liberty of contract and violated the section of the New York Constitution forbidding any city to become indebted for any save city purposes. See 1 COLUMBIA LAW REVIEW, 315. A clause of the same statute requiring a provision for an eight-hour working day in all public contracts was held invalid, as denying contractual freedom to the contractor, in *People v. Road Construction Co.* (1903) 175 N. Y. 84. Both of the foregoing decisions were rendered by a divided court, five judges concurring and two dissenting in the Coler case and four concurring as against three dissenting in *People v. Road Construction Co.*

Shortly after the last case was decided it was held in *Atkin v. Kansas* (1903) 191 U. S. 207, that a Kansas statute essentially similar to that considered in *People v. Road Construction Co.* infringed the liberty neither of the city nor of those dealing with it. In 4 COLUMBIA LAW REVIEW 127 it was pointed out that while in that decision the federal Supreme Court properly disposed of the question of the abridgment of contractual freedom, the results reached in the New York cases might still be supported upon the home-rule principle of the New York Constitution as laid down in *People v. Coler*, *supra*.

Under these circumstances, a further expression of the Court of Appeals upon the problems involved in the two cases mentioned is of interest. The court went out of its way to discuss the question in the recent case of *Ryan v. New York* (1904) 177 N. Y. 271. In that case a workman employed directly by the defendant city, sued for the difference between the wages at which he had been hired and the prevailing rate during a period extending over several years. The court denied a recovery, holding that by accepting the lower wage-rate the plaintiff had waived his rights, but in an elaborate opinion PARKER, C. J., proceeded to uphold the constitutionality of the statute involved, quoting at length, with approval, from *Atkin v. Kansas*. The decision in *People v. Coler* is disposed of on the ground that there the statute in question interfered with liberty of contract between municipal contractors and their employees. Notwithstanding this perfunctory attempt to distinguish the cases a careful reading of the two decisions leads irresistibly to the conclusion that they are utterly irreconcilable. When the prevailing opinion in *Ryan v. New York* adopts the reasoning of HARLAN, J., in *Atkin v. Kansas*, and almost in the same breath attempts to differentiate *People v. Coler* in the way above noted, it overlooks the fact, emphasized in the very language which it cites from the Federal court and clearly pointed out by O'BRIEN, J., in his dissenting opinion (p. 282), that if the power of the legislature to prescribe the terms upon which a municipality must contract be once conceded as to the city, it is a necessary corollary that no one, whether contractor or laborer, is entitled as a part of his liberty to contract with the city upon any other terms.

With the above distinction eliminated, the constitutional problems presented in *People v. Coler*, *People v. Road Construction Co.* and *Ryan v. New York*, are identical. If *Atkin v. Kansas* was correctly decided, and its reasoning seems unanswerable, only one question was properly involved. Justice O'BRIEN rightly conceives it: Does the home rule principle in the New York Constitution guarantee to cities the right to make contracts upon their own terms. By an obvious change of mind on the part of one judge, the view of the minority in *People v. Road Construction Co.* has become that of the majority in the present decision and the question is answered in the negative.

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JURISDICTION OF EXECUTIVE OFFICERS OVER CLAIMS OF CITIZENSHIP.—Under the Chinese Exclusion Acts Congress has enacted that ". . . the collector [of customs] shall in person decide all questions in dispute with regard to the right of any Chinese passenger